

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE ALHAMBRA, CALIFORNIA 91803-1331 Telephone: (626) 458-5100 http://dpw.lacounty.gov

ADDRESS ALL CORRESPONDENCE TO: P.O. BOX 1460 ALHAMBRA, CALIFORNIA 91802-1460

April 05, 2011

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

27 April 12, 2011

nchi a. Hamai

EXECUTIVE OFFICER

Supervisors:

APPROVAL OF A RESOLUTION FOR HIGHWAYS-THROUGH-CITIES FUNDING AND
EGATE AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE
OF NORWALK AND THE COUNTY OF LOS ANGELES FOR TRAFFIC SIGNAL CONTROL

DELEGATE AUTHORITY TO EXECUTE AMENDMENT NO. 1 TO AGREEMENT BETWEEN THE CITY OF NORWALK AND THE COUNTY OF LOS ANGELES FOR TRAFFIC SIGNAL CONTROL SYSTEM UPGRADE AND EXPANSION (SUPERVISORIAL DISTRICT 4)

(4 VOTES)

SUBJECT

This action is to adopt a resolution to extend financial aid to the City of Norwalk for an estimated cost of \$370,000 and to delegate authority to the Director of Public Works or her designee to execute Amendment No. 1 to an Agreement previously executed on November 1, 2006, between the City of Norwalk and the County of Los Angeles for the procurement of an upgrade and expansion of the City's traffic signal control and communications system.

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Acting as a responsible agency, find that this project is exempt from the provisions of the California Environmental Quality Act.
- 2. Adopt the resolution to find that the project to upgrade and expand the existing City's traffic signal control system is of general County interest and for the County of Los Angeles to provide a financial contribution of \$370,000 to upgrade and expand the existing City's traffic signal control system.
- 3. Delegate authority to the Director of Public Works or her designee to execute Amendment No. 1 to the Agreement executed on November 1, 2006, between the City of Norwalk and the County of Los Angeles to provide for the City of Norwalk to perform additional procurement services, installation, integration, contract administration, and all other work necessary to purchase and install the upgrade

The Honorable Board of Supervisors 4/5/2011 Page 2

and expansion of its existing traffic control system and related equipment within the City of Norwalk, and for the County of Los Angeles to deposit with the City of Norwalk \$370,000 for the upgrade and expansion. The City will finance all costs over \$370,000. Upon completion and the final accounting of the project, the City will return any unused funds to the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommended action is to delegate authority to the Department of Public Works (Public Works) to execute an Amendment to the enclosed Agreement executed on November 1, 2006, with the City of Norwalk (City) in substantially the same form as the enclosed draft Amendment. The Agreement previously executed delineates responsibilities between the City and the County of Los Angeles (County) for the City to administer the procurement and installation of the procured traffic signal control system and subsequent operation and maintenance of it. All the other terms and provisions of the existing Agreement will remain in full force and effect under the Amendment. Since this work is entirely within the City, Public Works is requesting your adoption of the resolution in order for the County to provide financial aid for the City to carry out the additional work in the amount of \$370,000. This total is made up of \$331,224 in County of Los Angeles Metropolitan Transportation Authority (Metro) Grant Funds and \$38,776 in County matching funds.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The project will provide improved infrastructure and will enhance the quality of life in the affected communities.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The total cost of the additional work is estimated to be \$370,000 and is included in the Fiscal Year 2010-11 Proposition C Local Return Fund Budget.

Metro will reimburse \$331,224 of the project cost from the 1997 Call for Projects Proposition C Discretionary Grant Funds for the Gateway Cities Traffic Signal Forum. On an annual basis, your Board has established a \$2,500,000 top-of-pot allocation from the County Proposition C Local Return Fund Budget to be used as a match for these Metro grants. Consequently, the remaining \$38,776 will be funded from this top-of-pot allocation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 22, 2006, Item No. 25, your Board approved a Cooperative Agreement between the City and the County for \$458,000 for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase and install a new traffic signal control system within the City.

The enclosed resolution, if adopted by a four-fifths vote of the Board as required by Section 1680 of California Streets and Highways Code, provides for the County to extend aid in the form of funding to the City to upgrade and expand the existing traffic signal control system procured under the action taken by your Board in 2006.

The Honorable Board of Supervisors 4/5/2011 Page 3

The enclosed Amendment No. 1 to the Agreement, which has been reviewed and approved as to form by County Counsel, provides for the City to perform procurement services, installation, integration, contract administration, and all other work necessary to purchase the upgrade and expansion of the existing traffic signal control system. This Amendment No. 1 establishes the County contribution to the City for actual expenditures not to exceed \$370,000 toward the cost of the upgrade and expansion by utilizing Metro Grant Funds and other County matching funds.

This amendment is authorized and provided for by the provisions of Sections 1680-1684 of the California Streets and Highways Code.

ENVIRONMENTAL DOCUMENTATION

This project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15301(c) of the CEQA guidelines and Class 1(x), Subsections 4, 5, and 22 of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987. These exemptions provide for the installation and modification of traffic signal systems and the maintenance of existing roadway facilities. The City is the lead agency for this project and will independently consider and reach its own conclusions regarding the environmental effects of the project.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current County services or projects during the performance of the recommended services, including implementation of the proposed upgrade and expansion of the traffic signal control system.

The Honorable Board of Supervisors 4/5/2011 Page 4

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CONCLUSION

Please return one adopted copy of this letter and the signed resolution to the Department of Public Works, Traffic and Lighting Division.

Respectfully submitted,

GAIL FARBER

Director

GF:DRL:pc

Enclosures

c: Chief Executive Office (Rita Robinson) County Counsel (Warren Wellen) Executive Office

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES TO EXTEND THE COUNTY AID TO THE CITY OF NORWALK FOR THE PUROPOSE OF PROCURING THE UPGRADE AND EXPANSION OF THE EXISTING CITY'S TRAFFIC CONTROL SYSTEM AND ASSOCIATED COMMUNICATIONS EQUIPMENT

WHEREAS, CITY and COUNTY desire to amend the Agreement previously executed on November 1, 2006 to provide for the upgrade and expansion of the existing City's traffic signal control system; and

WHEREAS, CITY proposes to procure consultant services to upgrade and expand the CITY'S existing traffic control system according to the scope of work that the CITY received from its consultant, Econolite, which work is hereinafter referred to as UPGRADE; and

WHEREAS, UPGRADE is consistent with the scope of work for traffic improvements within the CITY pursuant to Memorandum of Understanding Number P0004221 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (Metro); and

WHEREAS, UPGRADE is entirely within the jurisdiction limits of CITY; and

WHEREAS, UPGRADE is of general interest to CITY and COUNTY; and

WHEREAS, UPGRADE will be installed along all, or portions of, the following arterials: Alondra Boulevard, Firestone Boulevard, Pioneer Boulevard, and Rosecrans Avenue; and

WHEREAS, CITY is willing to perform the procurement administration for UPGRADE; and

WHEREAS, the cost of UPGRADE includes the costs of the procurement, administration, and installation of the upgrade and expansion of the CITY'S traffic control system, hardware, and 1 year of vendor system maintenance and support for UPGRADE, as more fully set forth herein; and

WHEREAS, the total cost of UPGRADE is currently estimated to be Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000), and

WHEREAS, COUNTY has secured and obtained grant funds from Metro up to a maximum of Three Hundred Thirty-One Thousand Two Hundred Twenty-Four and 00/100 Dollars (\$331,224) and will provide matching funds up to a maximum of Thirty-Eight Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$38,776) to finance the cost of UPGRADE; and

WHEREAS, CITY is willing to finance the remaining cost of UPGRADE in excess of COUNTY'S maximum contribution of Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000); and

WHEREAS, CITY has agreed to use all aid it receives from the COUNTY with respect to the activities described herein, and shall return to the COUNTY any portion of such aid which is not thus used; and

WHEREAS, the COUNTY AND CITY are willing to increase the total COST OF SYSTEM, including the cost of UPGRADE, to be Eight Hundred Twenty-Eight Thousand and 00/100 Dollars (\$828,000); and

WHEREAS, CITY will independently consider and reach its own conclusions regarding the environmental effects as the lead agency for this PROJECT; and

WHEREAS, such a proposal is authorized and provided for by provisions of Sections 1680-1684 of the California Streets and Highways Code.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and the promises herein contained, it is hereby resolved as follows:

SECTION 1. The UPGRADE is of general County interest and County aid shall be extended therefor.

SECTION 2. Subject to the terms and conditions set forth herein, the County of Los Angeles consents, pursuant to the provisions of Sections 1680-1684 of the California Streets and Highways Code, to extend County aid in the amount of Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000) to the City of Norwalk for the procurement of the upgrade and expansion of its traffic control system.

SECTION 3. The financial obligations of the County of Los Angeles are expressly conditioned upon obtaining reimbursement from Metro pursuant to Memorandum of Understanding Number P0004221 between COUNTY and Metro.

SECTION 4. If any provisions of this resolution is held or declared to be invalid, the resolution shall be void and the consent granted hereunder shall lapse.

The foregoing resolution was on the 12th day of April , 2011, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.



SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles

Depu

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN County Counsel

By Deputy

AMENDMENT NO.1 TO AGREEMENT

This AMENDMENT made and entered into by and between the CITY OF NORWALK, a municipality corporation in the County of Los Angeles, hereinafter referred to as CITY, and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as COUNTY.

WITNESSETH

WHEREAS, CITY and COUNTY previously executed an Agreement on November 1, 2006, to provide funds for CITY to procure a Traffic Signal System Software; and

WHEREAS, in accordance with Paragraph 3(i) of the Agreement, CITY and COUNTY can amend said Agreement with mutual consent; and

WHEREAS, CITY and COUNTY desire to amend the Agreement to provide for an upgrade and expansion of the existing City's traffic signal control system;

WHEREAS, CITY proposes to procure consultant services to upgrade and expand the CITY'S existing traffic control system according to the attached Scope of Work (Attachment A) that the CITY received from its consultant, Econolite, which work is hereinafter referred to as UPGRADE; and

WHEREAS, UPGRADE will be installed along all, or portions of, the following arterials: Alondra Boulevard, Firestone Boulevard, Pioneer Boulevard, and Rosecrans Avenue; and

WHEREAS, CITY is willing to perform the procurement administration for UPGRADE; and

WHEREAS, the total cost of UPGRADE is currently estimated to be Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000), and

WHEREAS, COUNTY has secured and obtained additional grant funds from Metro up to a maximum of Three Hundred Thirty-One Thousand Two Hundred Twenty-Four and 00/100 Dollars (\$331,224) and will provide matching funds up to a maximum of Thirty-Eight Thousand Seven Hundred Seventy-Six and 00/100 Dollars (\$38,776) to finance the cost of UPGRADE; and

WHEREAS, CITY is willing to finance the remaining cost of UPGRADE in excess of COUNTY'S maximum contribution of Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000); and

WHEREAS, COUNTY will deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance UPGRADE by utilizing Metro Grant Funds and COUNTY Matching Funds up to a maximum amount of Three Hundred Seventy Thousand and 00/100 Dollars (\$370,000). Said demand will consist of billing invoices prepared by CITY. The actual cost of UPGRADE shall be determined by a final accounting of UPGRADE.

WHEREAS, the COUNTY AND CITY are willing to increase the total cost of SYSTEM, including the cost of UPGRADE, to be Eight Hundred Twenty-Eight Thousand and 00/100 Dollars (\$828,000); and

WHEREAS, CITY will independently consider and reach its own conclusions regarding the environmental effects as the lead agency for this PROJECT.

NOW THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and the promises herein contained, the Agreement is hereby amended as follows:

(1) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. SYSTEM is hereby redefined to include SYSTEM as described in Agreement executed on November 1, 2006, and UPGRADE as defined in Attachment A of this Amendment.
- b. Total cost of SYSTEM is increased to Eight Hundred Twenty-Eight Thousand and 00/100 Dollars (\$828,000).
- c. All other terms and provisions of the existing Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF NORWALK on, 2011, and by the COUNTY OF LOS ANGELES on, 2011.
GAIL FARBER DIRECTOR OF PUBLIC WORKS COUNTY OF LOS ANGELES
By Deputy
APPROVED AS TO FORM:
ANDREA SHERIDAN ORDIN County Counsel
By Deputy
CITY OF NORWALK
By Mayor
ATTEST:
ByCity Clerk

Ву

City Attorney

COUNTY ORIGINAL

AGREEMENT

THIS AGREEMENT, is made and entered into this 1st day of Norwall, 2006, by and between the CITY OF NORWALK, a municipal corporation in the County of Los Angeles CITY and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, COUNTY:

WITNESSETH

WHEREAS, CITY proposes to procure Traffic Signal Control System Software according to a scope of work that the CITY received from their chosen vendor, Econolite Traffic Control Products, Inc. as summarized in Attachment A of this AGREEMENT, which work is hereinafter referred to as PROJECT; and

WHEREAS, the procurement of Traffic Signal Control System Software is consistent with the scope of work for traffic improvements within CITY pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the Los Angeles County Metropolitan Transportation Authority (MTA); and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY; and

WHEREAS, PROJECT is of general interest to CITY and COUNTY; and

. WHEREAS, CITY is willing to perform the procurement administration for PROJECT; and

WHEREAS, COUNTY intends to install fiber optic communications along Firestone Boulevard from the westerly city boundary to Imperial Highway and on Imperial Highway from Firestone Boulevard to the easterly city boundary to enable communications for PROJECT; and

WHEREAS, PROJECT will be completed in two phases and the installation of fiber optic communications is required to complete the second phase; and

WHEREAS, the COST OF PROJECT includes the costs of the Traffic Signal Control System Software, hardware, communications equipment, traffic signal controller upgrades at the intersections indicated on Attachment A and 4 years of vendor System maintenance and support for PROJECT, as more fully set forth herein; and

WHEREAS, COUNTY has secured and obtained grant funds from the MTA up to a maximum of Three Hundred Ninety Eight Thousand-One Hundred and 00/100 Dollars (\$398,100) the MTA Grant Funds and will provide matching funds up to a maximum of Fifty Nine Thousand-Nine Hundred and 00/100 Dollars (\$59,900) the County Matching Funds to finance the COST OF PROJECT; and

WHEREAS, COUNTY is willing to utilize the MTA Grant Funds and COUNTY Matching Funds to reimburse CITY for actual expenditures not to exceed an aggregate

total of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458,000) the County Maximum Contribution toward the COST OF PROJECT; and

WHEREAS, CITY is willing to finance the remaining COST OF PROJECT, if any, in excess of COUNTY'S Maximum Contribution of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458,000); and

WHEREAS, the total COST OF PROJECT is currently estimated to be Four Hundred Fifty Eight Thousand and 00/100 Dollars (458,000) with MTA Grant Funds of Three Hundred Ninety Eight Thousand-One Hundred and 00/100 Dollars (\$398,100) and COUNTY Matching Funds of Fifty Nine Thousand-Nine Hundred and 00/1000 Dollars (\$59,900); and

WHEREAS, such a proposal is authorized and provided for by the provisions of Section 6500 et seq. of the Government Code and Section 1680-1684 of the California Streets and Highways Code.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CITY and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) CITY AGREES:

- a. To perform the procurement administration for PROJECT;
- b. To finance the remaining COST OF PROJECT, if any, that is in excess of COUNTY'S Maximum Contribution of Four Hundred Fifty Thousand and 00/100 Dollars (\$458,000);
- c. To prepare the necessary environmental review documents and make the required environmental findings in compliance with the California Environmental Quality Act;
- d. To advertise, as needed, PROJECT for software bids, to inform COUNTY of the content of the bids received and to administer the procurement contract;
- e. To furnish COUNTY with information on all contract change orders for PROJECT and obtain COUNTY'S prior approval of all such contract change orders, subject to paragraph (2) c., below;
- f. To administer the installation and construction of PROJECT in accordance with all regulations and requirements of MTA relating to the expenditure of Proposition C Local Return funds and Proposition C Twenty-Five Percent (25%) Discretionary funds. Upon not less than 24 hours advance notice, CITY'S records for PROJECT shall be open to inspection and subject to audit and reproduction by the COUNTY and MTA, or any of their duly authorized representatives, and shall be retained by the CITY for a period of

not less than seven (7) years after final payment to contractor(s) for PROJECT.

- g. To ensure that COUNTY and all officers and employees of COUNTY are named as additional insured parties under the software vendor(s) Contractor's General Liability and automobile insurance policies;
- h. To furnish COUNTY, within one hundred twenty (120) calendar days after final acceptance of PROJECT, a final accounting of the actual total PROJECT costs, including an itemization of actual unit costs and actual contract quantities; and all labor, equipment, material, consultant services, indirect, and miscellaneous costs; and other administrative and overhead costs required for CITY'S performance as specified in paragraph (1) a., above;
- i. To submit invoice, COUNTY in the amount of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458,000) within 30 days of the adoption of this Agreement by COUNTY, subject to paragraph (3) h., below.
- j. Upon completion of PROJECT, to accept full and complete ownership of PROJECT, and responsibility for PROJECT, including the fiber optic communications to be constructed as a part of the second phase of PROJECT, to maintain in good condition and at CITY expense all improvements constructed as part of PROJECT within CITY'S jurisdiction, including maintaining timing of traffic signals and fiber optic communications.

(2) COUNTY AGREES:

- To secure and obtain MTA grant funds to be used to finance the COST OF PROJECT;
- b. To deposit with CITY, following execution of this AGREEMENT and upon demand by CITY, sufficient COUNTY funds to finance COUNTY'S share of PROJECT by utilizing MTA Grant Funds and COUNTY Matching Funds up to a maximum amount of Four Hundred Fifty Eight Thousand and 00/100 Dollars (\$458, 000) and subject to paragraph (3) e., below. Said demand will consist of billing invoices prepared by CITY. The actual COST OF PROJECT shall be determined by a final accounting of PROJECT costs;
 - c. To review construction bids, the proposed award amount for PROJECT, and any change orders for PROJECT and provide written approval, or other response, within twenty (20) calendar days of presentation by CITY. COUNTY'S approval may only be withheld for good reason and in good faith. If COUNTY'S response is not received within said twenty (20) calendar days, CITY may proceed with PROJECT or change orders.

- d. To authorize CITY to represent COUNTY in all negotiations pertaining to the advertisement of PROJECT for construction bids, award, and administration of the construction contract, and in all things necessary and proper to complete PROJECT; and
- e. To construct and install, at COUNTY'S sole cost, fiber optic communications along Firestone Boulevard from the westerly city boundary to Imperial Highway and on Imperial Highway from Firestone Boulevard to the easterly city boundary.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. COUNTY'S contribution shall only pay for those eligible items of work included in the MTAs Bus Speed Improvements Program guidelines.
- b. The COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of procurement administration, and the Traffic Signal Control Software and system testing, and all other work and materials necessary to complete PROJECT in accordance with the approved conceptual plan and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items.
- c. The cost of procurement administration, as referred to in this AGREEMENT, shall consist of the costs of environmental documentation; and all other necessary work prior to advertising of PROJECT for construction bids and shall include currently effective percentages added to total salaries, wages, and equipment costs to cover overhead, administration, and depreciation in connection with any and all of the aforementioned items.
- d. The cost of the contract, as referred to in this AGREEMENT, shall consist of the actual payments to the contractor for PROJECT.
- e. If COST OF PROJECT, based upon the final accounting described in paragraph (1)h, above, is less than COUNTY'S advance payments to CITY as set forth in paragraph (2) b., above, CITY shall refund the difference to COUNTY.
- f. During implementation of PROJECT, CITY shall furnish an inspector or other representative to perform the functions of an inspector. COUNTY may also furnish, at no cost to CITY, a Consultant or other representative to assist in the integration of PROJECT. COUNTY shall have no obligation to inspect PROJECT and no liability shall be attributable as a result of COUNTY'S inspection or failure to inspect. Said inspectors shall cooperate and consult with each other, but the orders of CITY inspector to the contractor or any other person in charge of construction shall prevail and be final, and the CITY

inspector shall be responsible for the proper inspection of PROJECT as needed.

- g. COUNTY shall not be liable for any costs for PROJECT that do not conform to the regulations and requirements of MTA, as referred to in paragraph (1) f., above.
- h. The financial obligations of COUNTY pursuant to this AGREEMENT are conditional upon COUNTY'S obtaining reimbursement from MTA pursuant to Memorandum of Understanding Number 495-246-3-92-95 between COUNTY and the MTA. Notwithstanding the foregoing, CITY shall have no obligation to return any funds advanced by COUNTY is the cause for MTA not reimbursing COUNTY pursuant to Memorandum of Understanding Number 495-246-3-92-95.
- i. This AGREEMENT may be amended or modified only by mutual written consent of both COUNTY and CITY.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Delfino Consunji

City Engineer
City of Norwalk

12700 Norwalk Boulevard

Norwalk, CA 90650

COUNTY:

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works

P.O. Box 1460

Alhambra, CA 91802-1460

k. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to, assumed by, or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from any liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any act or omission on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.

I. It is understood and agreed that the provisions of Assumption of Liability Agreement No. 32072 between CITY and COUNTY, adopted by the Board of Supervisors on December 27, 1977, and currently in effect, are inapplicable to this AGREEMENT.

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COUNTY OF LOS ANGELES

Director, Public Work

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.

County Counsel

By // IFF

Deputy

CITY OF NORWALK

Mayor Jesse M. Luera

ATTEST/

City Clerk Theresa Devoy

City Attorney Steven L. Dorsey

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ATTACHMENT A

WORK DESCRIPTION	ESTIMATED COST
PHASE 1	
Servers, computers and auxiliary equipment	\$ 36,400
Controller upgrades	\$ 30,000
Field to center communications equipment	\$ 68,250
Software license, integration, testing and training	\$147,950
Subtotal Phase 1	\$282,600
PHASE 2	
Controller upgrades	\$ 17,150
Field to center communications equipment	\$ 44,250
Integrated closed circuit television module	\$ 28,000
Total Phase 2	\$ 89,400
Total Phases 1 and 2	\$372,000
Contingencies	\$ 38,000
4-Year System Maintenance	\$ 48,000
Grand Total	\$458,000

TRAFFIC SIGNAL CONTROLLER UPGRADE LOCATIONS

Rosecrans and Studebaker	Rosecrans and Shoemaker	Firestone and San Antonio
Rosecrans and Harvest	Rosecrans and Carmenita	Firestone and Pioneer
Rosecrans and Flallon	Studebaker and Imperial Hwy	Firestone and Woods
Rosecrans and Pioneer	Studebaker and Leffingwell	Firestone and Imperial Hwy
Rosecrans and Clarksdale	Studebaker and Lyndora	Firestone and Target Driveway
Rosecrans and Funston	Studebaker and Foster	Firestone and Studebaker
Rosecrans and Norwalk	Studebaker and Littchen	Firestone and Albertsons
	<u> </u>	Driveway
Imperial Hwy and Curtis and King	Imperial Hwy and Volunteer	Imperial Hwy and Kalnor
Imperial Hwy and Jersey	Imperial Hwy and Pioneer	Imperial Hwy and Food 4 Less
Imperial Hwy and Norwalk	Imperial Hwy and AVD Manuel	
Imperial Hwy and Ralphs Drive	Imperial Hwy and Bloomfield	

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